

4-3078
NEGOTIATIONS CONTRACT

BETWEEN

LOWER CAPE MAY REGIONAL

BOARD OF EDUCATION

AND

LOWER CAPE MAY REGIONAL

CUSTODIAN FORCE

FOR SCHOOL YEARS

X 1974-1977

LIBRARY
Institute of Management and
Labor Relations

OCT 29 1981

RUTGERS UNIVERSITY

1974-1977 CUSTODIAN'S CONTRACT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I	PRINCIPLES	1
ARTICLE II	RECOGNITION	2
ARTICLE III	GRIEVANCE	3-4
ARTICLE IV	SALARIES and HOURS of WORK	5-6
ARTICLE V	SENIORITY	7
ARTICLE VI	INSURANCE PROTECTION	8
ARTICLE VII	VACATIONS	9
ARTICLE VIII	SICK LEAVE & LEAVE of ABSENCE	10-11
ARTICLE IX	WORK SCHEDULE	12
ARTICLE X	UNIFORMS	13
ARTICLE XI	SAFETY STANDARDS	14
ARTICLE XII	NEGOTIATION of SUCCESSOR AGREEMENT	15
ARTICLE XIII	SAVING CLAUSE	16
ARTICLE XIV	DURATION	17
APPENDIX "A"		18
APPENDIX "B"		19

ARTICLE I

PRINCIPLES

1. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof, or until change by mutual consent in writing.

ARTICLE II

RECOGNITION

1. The Board agrees to and hereby does recognize the Lower Cape May Regional Education Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees employed in a custodial, watchman or matron capacity, excepting the Chief Custodian.

ARTICLE III
GRIEVANCE PROCEDURE

1. Definition:

A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a member of the negotiating unit or a group of members and/or the interpretation, meaning, or application of the provisions of this Agreement.

2. Procedure for Adjusting Complaints and Grievances:

- a. Step I - The employee shall first discuss his complaint orally with his immediate supervisor, with the objective of resolving the matter informally.
- b. Step II - The employee may appeal the decision of the supervisor to the Superintendent within one calendar week after receiving the decision of the Supervisor. The Appeal shall be in writing and shall be accompanied by a copy of the Supervisor's decision. The Superintendent shall meet with the aggrieved party or parties and their Supervisor, either individually or collectively, using his good offices to adjust, or resolve the grievance amicably. Within two calendar weeks, the Superintendent shall deliver to the aggrieved party or parties a written statement of his position in respect to the grievance. The Superintendent shall not present the grievance directly to the Board.
- c. Step III - The Employee may present this grievance and all copies of prior decisions to the Board of Education for disposition. At this step the custodial unit may employ counsel or other representation.
- d. Any aggrieved person may be represented at any stage or at all

GRIEVANCE PROCEDURE (Continued)

stages of the grievance procedure by himself, or at his option, by a representative selected by the custodial unit.

3. In the event the employee or the Board of Education is not satisfied with the statement of the other with respect to a grievance, it may, within thirty (30) days after receiving the statement, refer the grievances to arbitration by requesting that an Office of the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Custodians' Association and the following procedure shall govern:

ARBITRATION:

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the Custodians shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrators decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the School Board and the Custodians.
- d. The election to submit a grievance to arbitration shall be waiver of all other remedies or forums which otherwise would be available.

ARTICLE IV

SALARIES and HOURS of WORK

1. The salaries and wages of all custodians, matrons, and night watchmen covered by this Agreement are set forth in Appendix "A".

2. The regular work week shall be forty (40) hours. All work performed in excess of forty (40) hours shall be paid for at time and one half in compliance with the state law.

3. (a) Full time custodians and night watchmen that work on holidays shall be paid double time only at a maximum of two (2) holidays per man.

(b) When a member of the custodial unit shall be required to assume the duties of the head custodian during the absences of the head custodian, he shall be compensated for such duties at \$3.00 per day extra. The senior man on the shift will be eligible.

(c) The custodian designated or appointed by the head custodian to be in charge of the night shift and responsible for its efficient operation shall be compensated for such additional duties and responsibility at the rate of \$400.00 per year in addition to his regular wages as a custodian.

(d) The custodian designated or appointed by the head custodian to be in charge of the groundsmen and responsible for their efficient operation shall be compensated for such additional duties and responsibility at the rate of \$100.00 per year in addition to his regular wages as a custodian.

4. Holidays.

(a) There shall be eleven (11) paid holidays per school year.

(b) Holidays shall be July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, New Year's Day, President's Day, Easter,

ARTICLE IV (Continued)

Easter Monday, and Memorial Day.

(c) If any of the above named holidays shall fall on a Saturday, it shall be celebrated on Friday. If it falls on a Sunday, it shall be celebrated on Monday except Easter Sunday.

5. Semi-monthly salary to be as follows:

(a) For full time salaried employees and substitute employees:

(1) First half of the month on the 20th.

(2) Second half of the month on the 5th day of the next month.

(3) (a) When a pay day falls on or during a school or legal holiday or weekend, custodians and matrons shall secure their pay checks on the last previous working day.

(b) Custodians shall be given the privilege of working holidays based on seniority up to a limit of two (2) holidays per man.

ARTICLE V

SENIORITY

1. Seniority is hereby established and defined as service in length of time by an appointed employee.
2. Seniority shall be one of the primary factors by which an employee shall be chosen in matters pertaining to holiday work, time of vacation, and placing of an employee in a vacant or newly designated position by the Board. If a man accepts the new position, he shall have sixty (60) working days of trial period for inside work and one hundred twenty (120) working days for outside work. Upon recommendation of the supervisor and approval of the Board, the man shall hold the position as long as it exists, subject to Board review.
3. An appointed employee shall lose all accumulated school district seniority only if he;
 - a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
 - b. Is laid off for more than twelve (12) consecutive calendar months.
4. In the event of any reduction in the personnel of the Custodial Force, the Board will give due consideration to seniority status, in determining which of the personnel shall be the first to be released provided however that all such determination shall be solely within the discretion of the Board.

ARTICLE VI

INSURANCE PROTECTION

1. For the school years 1974-1977 the Board of Education will assume the full employee and entire family cost for the coverage as set forth in the public and school employees health benefit program of all custodians, night watchmen or ~~matrons~~ who desire coverage. If a custodian, night watchman or matron does not renew his or her contract for the following school year, he or she will be held responsible for reimbursement of the insurance payment made by the Board of Education for the summer months of July, August, and September of that year.
2. The Board shall provide to each custodian, night watchman or matron, upon employment, a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VII

VACATIONS

1. Each employee in the negotiating unit covered by this Agreement shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.
2. Vacation dates shall be selected by employees according to seniority and may be at any time during the contract year subject to the approval of the administration.
3. Only two (2) employees may be on vacation at one time.
4. All employees with one (1) years service will receive two weeks vacation.
5. After five (5) years service, employees shall receive three (3) weeks vacation.
6. Any holiday falling within a mans vacation period will automatically extend his vacation by one (1) day to compensate for the holiday.
7. In the event that a man, while on vacation, shall become legitimately sick, he shall make application to the Board to use his sick leave instead of vacation time and the Board shall render a final determination on such application.

ARTICLE VIII

SICK LEAVE and LEAVE of ABSENCE

1. All employees covered by this Agreement shall be entitled to twelve (12) work days sick leave as of July 1st of each school year. Unused sick leave days shall be accumulated without limit from year to year. After three (3) consecutive sick leave days, a doctor's certificate shall be required.

2. NOTIFICATION OF SICKNESS:

It shall be considered notification of sickness to have contacted the Head Custodian, or his representative, at his residence during the night hours for sickness involving the next working day, and school office during the day, preferably one hour in advance of the intended work shift during the day hours. When the supervisor cannot be contacted during the day, notification of the school office shall constitute notification of the supervisor, with the message being relayed by the school office to the supervisor in such instance.

3. LEAVE OF ABSENCE:

a. As of the beginning of the 1974-1975 and each of the contracted years thereafter, employees shall be granted the following non-accumulative leaves of absence with full pay each school year.

(1) All employees covered by this Agreement shall be granted three (3) days emergency leave of absence for personal, legal, business, household, or family matters which require absence during working hours subject to prior approval of the Head Custodian. Employees shall be required to state the reason for taking such leave. This leave shall not be accumulated from year to year, nor shall it mean that all custodians are automatically entitled to these three days.

ARTICLE VIII (Continued)

(2) All employees covered by this Agreement shall be granted five (5) days leave of absence at any one time in the event of the death of an employee's spouse, child, brother, sister, mother, father, grandfather, grandmother, granddaughter or grandson.

4. An employee shall be entitled to an annual review of accumulated sick leave with records maintained by the Office of the Chief Custodian.

ARTICLE IX
WORK SCHEDULE

1. For planning purposes and to maintain an orderly procedure, the work schedule shall be posted for a two (2) month period. Each new schedule shall be posted at least one (1) month prior to the start of such schedule.
2. For proper planning within the Custodial Staff, selection of prospective workers for holidays, based on seniority, shall be made at least two (2) weeks in advance of the holiday.
3. A list of substitutes shall be maintained by the Board of Education. Substitutes shall be assigned, if available, whenever any regular employee is absent.

ARTICLE X

UNIFORMS

1. The Board shall provide each custodial employee and matron with three (3) uniforms per school year to be worn at all times while on school functions.

Cleaning and maintenance of the uniforms shall be the responsibility of the individual custodian or matron and shall be kept clean, neat, and in good repair at all times.

2. The Board shall provide each custodial employee and matron with monograms for their uniforms, which monograms shall be in such form and content as may be determined by the Superintendent of Schools.

ARTICLE XI

SAFETY STANDARDS

1. Within two (2) months after July 1st, 1974, there shall be set up an established set of Safety Standards for custodial employees.
2. Upon acceptance of a mutually agreeable set of Safety Standards which shall be in writing, they shall be incorporated as part of the Agreement and designated Appendix "B".
3. The foregoing shall not preclude the introduction of further Safety Standards at a later date, via the Head Custodian for approval and possible acceptance by the Board.

ARTICLE XII

NEGOTIATION OF SUCCESSOR AGREEMENT

1. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE XIII

SAVING CLAUSE

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV

DURATION

1. The provisions of this Agreement shall be effective as of July 1, 1974 and shall remain in force and effect until June 30, 1977.

IN WITNESS WHEREOF, the employer has caused this Agreement to be signed by its President, thereunto duly authorized, and its seal to be affixed, attested by its Secretary and the employee, and its negotiating agent, through its duly authorized President, has hereunto set his hand and seal this 27th day of June, 1974.

By the Lower Cape May Regional School District.

BY: John L. Carmone
President, Board of Education

BY: James D. Lankford
Secretary, Board of Education

BY: Dr. [Signature]
President, Lower Cape May
Regional Education Association

BY: John J. Libbato
President, Lower Cape May Regional
Custodial Force

BY: Richard E. [Signature]
Secretary, Lower Cape May Regional
Custodial Force

APPENDIX "A"
SALARY SCHEDULE

1974-1977

A. CUSTODIANS and NIGHT WATCHMEN :

<u>Salary</u>			
<u>Step</u>	<u>1974-1975</u>	<u>1975-1976</u>	<u>1976-1977</u>
1	\$ 5,800.00	\$ 6,000.00	\$ 6,200.00
2	6,000.00	6,200.00	6,400.00
3	6,200.00	6,400.00	6,600.00
4	6,400.00	6,600.00	6,800.00
5	6,600.00	6,800.00	7,000.00
6	6,950.00	7,150.00	7,350.00
7	7,250.00	7,450.00	7,650.00
8	8,200.00	8,200.00	8,200.00

B. SUBSTITUTE CUSTODIANS :

\$24.00 per day

C. MATRONS :

\$22.00 per day for a minimum of 190 days.

- D. Proper position on the Salary Schedule shall reflect current year of employment in the School District.
- E. It is understood and agreed that nothing herein contained shall entitle any employee to retroactive pay.

APPENDIX "B"

RECOMMENDED SAFETY STANDARDS

1. ADEQUATE LIGHTING SHOULD BE INSTALLED AT THE SEWERAGE TREATMENT PLANT.
2. EACH CUSTODIAN SHOULD BE PROVIDED WITH RUBBER GLOVES FOR WORK IN SCHOOL WASHROOMS AND WHEN USING MIRACLE 77 OR OTHER SIMILAR MATERIALS.
3. EACH CUSTODIAN SHOULD BE PROVIDED RESPIRATORY EQUIPMENT FOR WORK ON BOILERS OR WHERE NECESSARY TO PREVENT RESPIRATORY INFECTIONS.
4. SAFETY GLASSES SHOULD BE PROVIDED FOR WORK ON BOILERS OR WHEREVER NECESSARY.
5. NO CUSTODIAN SHALL BE REQUIRED TO ASCEND LADDERS WHILE WORKING A SHIFT ALONE, HIGHER THAN A SIX FOOT LADDER.
6. NIGHT LIGHTS SHOULD BE INSTALLED IN EXISTING CORRIDOR LIGHTS THE SAME AS IN THE JUNIOR HIGH SCHOOL WING.
7. SOAP AND WATER DISPENSERS SHOULD BE INSTALLED ON ALL SCRUBBING MACHINES SIMILAR TO THE TYPE ON THE BASEBOARD SCRUBBER, IF AVAILABLE.
8. A LIGHT SHOULD BE INSTALLED AT THE END OF THE GARAGE BY THE GASOLINE PUMP.
9. IN THE INTEREST OF SECURITY, ALL OUTSIDE DOORS SHOULD BE SECURE LOCKS CHANGED IN ORDER THAT AFTER SCHOOL HOURS THERE SHALL BE ONLY ONE ENTRANCE. EVERY ONE SHOULD BE REQUIRED TO ENTER BY THE FRONT DOOR. A BELL SYSTEM SHOULD BE INSTALLED TO ALERT THE CUSTODIAN ON DUTY TO THE FACT THAT SOME ONE WISHED TO ENTER.
10. CASTERS SHOULD BE INSTALLED ON THE CENTER POSTS OF CAFETERIA TABLES IN THE HIGH SCHOOL CAFETERIA.